

# THE DIFFERENT TRAVEL COMPANY

## BOOKING TERMS & CONDITIONS

These Booking Conditions and the Essential Travel Information will form the basis of your agreement with The Different Travel Company Ltd (DTC). They apply only to arrangements which you book with Us in the UK and which We agree to make, provide or perform as applicable as part of Our agreement with you.

### Definitions

The following key phrases, which are listed below in alphabetical order, have the same meaning whenever they appear and will always be shown with a capital letter so as to remind you of their importance.

**ATOL** – Air Travel Organisers' Licence which is issued by the Civil Aviation Authority (CAA).

**DTC** – The Different Travel Company

**Event** - The details of the trip itself which could include flight arrangements, accommodation, Project work, trekking, cycling or similar challenge activity, food and transfers and/or a combination of all of these particulars as agreed by either DTC, the Partner or the Participant(s).

**Participant(s)** – An individual or individuals who pay a Registration Fee and commit to take part in the Event organised by DTC.

**Partner** – The charity, hospice, organisation, institution or other body that enters into an agreement to offer DTC Events to their supporters, contacts, staff and other individuals related to said body.

**Project(s)** – Places where volunteering is performed by the Participants, or places where charitable or not-for-profit activities can be seen in progress.

**Registration Fee** – An initial payment made by a Participant to DTC to confirm their commitment to taking part in the Event.

**Services** – The details of the Event itself which could include flight arrangements, accommodation, Project, trekking or similar challenge activity, food and transfers and/or a combination of all of these particulars.

**The Group** – The combined group of participants taking part in the Event.

**Us/We/Our** – The Different Travel Company

### 1. The Projects

DTC endeavours to work only with organisations with the highest possible standards of health and safety. Some Projects are organised by well-known organisations which have been established for some time, others are arranged on an impromptu basis. DTC works with, but does not manage the Projects, does not control them and has no input into how they are run. Please note, it is the standards and requirements of the country in which the Project is provided which apply to the Services that form your contract with Us and not those of the UK. As a general rule, these standards and requirements will not be the same as the UK and may often be lower.

- a) You embark on these Projects of your own free will and the level of risk will vary depending on the Project. It is therefore the responsibility of each individual to ensure that they assess their own suitability for the Project, examining the risks, their ability to undertake such work, and taking all reasonable precautions to ensure their own safety as follows but not exclusive to:
  - i) Follow the instructions of the Project site staff, listen carefully to safety briefings and work in a safe and responsible manner
  - ii) Use personal protective equipment as instructed and do not abuse or misuse the materials or equipment
  - iii) Do not, under any circumstances, go beyond any 'hazard tape' marked areas on site or anywhere else that has been discussed as out of bounds
  - iv) Assess any task before carrying it out; think first and avoid putting yourself or others in danger
  - v) Ask Project site staff if you are unsure of how to complete a task or use a piece of equipment
  - vi) Wear culturally appropriate clothing on site, and appropriate safety equipment (e.g. hard hats, work gloves etc.)
  - vii) Work at your own pace and take breaks when necessary
  - viii) Speak to the Project site staff about any personal concerns you have that may affect your safety at the Project
  - ix) Prior to departure ensure that adequate travel insurance is purchased which covers all activities involved in the Project. For Events that take place in the UK, all Participants are strongly advised to arrange travel insurance but for British Citizens residing in the UK this is not mandatory.

### 2. Health & Safety

DTC takes health and safety issues very seriously. To ensure the safety of our customers, DTC insists:

- a) All Participants understand the responsibilities they have for their own health and safety;
- b) All Participants participate in the Event of their volition and must ensure that they are fit and healthy enough to be participating in any activity they involve themselves with;
- c) All Participants must complete a medical form prior to departure outlining any medical conditions they may have. If a medical condition is noted, the medical form must be signed by the Participant's General Practitioner to confirm they are medically able to participate in the Event.

- d) In the event of engaging in manual tasks, all customers should ensure they are using appropriate equipment so as to ensure their health and safety, such as gloves, goggles and appropriate footwear.
- e) All Participants are to ensure they have adequate travel insurance cover for the activities involved. For Events that take place in the UK, all Participants are strongly advised to arrange travel insurance but for British Citizens residing in the UK this is not mandatory.

### 3. Payment and Confirmation

- a) For your booking to be confirmed, a cheque for the Registration Fee must be enclosed with your fully completed and signed booking form. If your booking is made by electronic means or you wish to pay by an alternative method of payment outlined on the booking form (e.g. PayPal or BACS) this must be received no later than 7 days after receipt of the booking form. By signing the booking form, you confirm that you agree to be bound by these Booking Conditions.
- b) If you book 8 weeks or less before departure, full payment should be sent with your booking form or paid within 7 days if your booking is made by electronic means or you wish to pay by an alternative method of payment (e.g. PayPal or BACS).
- c) Your Registration Fee is non-refundable and non-transferrable except under the terms of Section 7(c) and Section 8 below. For the avoidance of doubt, this means that if you cancel your confirmed place on an Event your Registration Fee will not be refunded and cannot be transferred for you to use on any other Event.
- d) If you book an extension to an Event you will be required to pay a deposit to confirm your extension arrangements and payment of balance will be due to be paid to DTC no later than 8 weeks prior to departure.
- e) On DTC's or the Partner's receipt of your completed booking form or an electronic booking and the applicable payment, DTC or the Partner as applicable will issue a confirmation notice and ATOL certificate by email. It is at the point payment is received that a binding contract comes into existence between you and DTC.
- f) Once a payment to DTC has been made, any subsequent request to have that payment refunded and to pay by an alternative means will require you to pay an administration fee of £25.
- g) DTC will provide you with final confirmation of all your Event components (hotels, local guides, UK tour escort, flight details etc.) 8 weeks prior to departure in your pre-departure information. Flight tickets or e-tickets will be sent to you by email 2 weeks before departure.
- h) The inclusions and exclusions for the tour are outlined in your trip dossier. If there are any fees, payments or charges which are to be paid separately from the tour costs either prior to departure (e.g. airline taxes) or locally (e.g. international airport departure tax) you will be made aware of this before departure and at the time of booking.
- i) The balance of your tour cost is payable not less than 8 weeks prior to departure. If the final payment is not received in full and on time, DTC will treat the booking as cancelled by you and will levy the cancellation charges set out in clause 9 below.
- j) If your participation in the Event is dependent on raising a specified amount of sponsorship by a set date (date and amount specified by DTC on your booking form and subsequently agreed by You by booking a place on the Event), this minimum sponsorship must be paid to the Partner (as named on the booking form) 12 weeks prior to departure. At this time, an invoice will be raised for the Partner to arrange payment for your travel arrangements to Us by the Partner from the sponsorship you have raised.
- k) If your participation in the Event is dependent on raising a specified amount of sponsorship by a set date (date and amount specified by DTC on your booking form and subsequently agreed by You by booking a place on the Event) and you fail to reach that amount by the set date, it is at the discretion of DTC and/or the Partner which you are fundraising for to provide you with one or more of the following options:
  - i) Ask you to pay the deficit of the minimum sponsorship yourself
  - ii) Transfer to an alternative departure to allow you more time to continue to raise the deficit funds. This will be subject to payment of a new Registration Fee. There may be a difference in the minimum sponsorship target and transfer is subject to availability.
  - iii) Any other arrangement can be made at the discretion of DTC and the Partner.
  - iv) If none of these options are available, then We will consider this a cancellation by you and will be subject to the clause set out in 9(c) below. If you are concerned about raising your minimum sponsorship you must contact DTC and the Partner to inform them as soon as possible.
- l) If participation in your Event is dependent on raising a certain percentage of the minimum level of sponsorship by two or more set dates (date(s) and amount specified by DTC on your booking form and subsequently agreed by You by booking a place on the Event) you are required to fulfil this requirement. A typical example is raising 80% of the minimum sponsorship prior to departure, and the further 20% within 3 months of returning from the Event. If you fail to reach either percentage by either set date DTC and the Partner will provide the following options:
  - i) Ask you to pay the deficit of the minimum sponsorship yourself
  - ii) Transfer to a later departure to allow you more time to continue to raise the deficit funds (if the departure has not already taken place)
  - iii) Any other arrangement can be made at the discretion of DTC and the Partner depending on the circumstances.
  - iv) If none of these options are available, then We will consider this a cancellation by you and will be subject to the clause set out in 9(c) below. If you are concerned about raising your minimum sponsorship you must contact DTC and the Partner to inform them as soon as possible.

### 4. Special Requests

Where special requests for room allocation, diet considerations etc. are required DTC must be made aware of them in writing at the time of booking or shortly afterwards, or by email. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on Our part unless the request has been specifically confirmed. If you have any medical problem or disability which may affect your chosen Event

arrangements, you must give Us full details in writing at the time of booking. If We reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, We will not confirm the booking or, if full details are not given at the time of booking, cancel when We become aware of these details.

**5. Your Travel Agent or Partner**

Any travel agent or Partner through whom you make a booking will act to relay information from you to Us and vice versa. DTC is neither responsible for any failure by your travel agent to do this properly, or in good time, nor for any advice given to you by your travel agent or Partner that did not originate from DTC.

**6. Insurance**

It is a condition of your contract with Us that you take out travel insurance at the time of, prior to, or shortly after making your booking, and provide Us with the full details of your policy. DTC cannot be held responsible for any loss as a result of your failure to ensure you have purchased an adequate insurance policy or if you fail to notify your insurer of particular requirements for cover. Given the nature of Our Events, it is essential that you make a full disclosure to your travel insurance provider of the nature of your trip, and that you ensure that your policy is one that is suitable for this kind of Event, and that the cover provided is sufficient for your personal circumstances. Please note: For Events that take place in the UK, all Participants are strongly advised to arrange travel insurance but for British Citizens residing in the UK this is not mandatory.

**7. Alteration By You**

- a) If you wish to make any amendments to your Event after the confirmation has been issued, you must inform Us in writing or by email and We will do Our best to implement your request. In the event that We are able to do so, an amendment fee of £25 per alteration per booking will be payable along with any costs incurred by Ourselves and any costs or charges incurred or imposed by any of Our suppliers. However, if you
  - i) change to a different departure date, tour or destination or
  - ii) change your booking less than 8 weeks before departure, this will be treated as a cancellation and a new booking and you will be liable for the cancellation charges set out in clause 9.
- b) If you wish to change any aspect of your tour after it has commenced, DTC and/or Our agents will do their best to make the changes you have asked for, subject to you being responsible for any cancellation/retention charges that may be levied for the arrangements originally booked, for the cost of your new arrangements and for any costs incurred by DTC and/or Our agents in attempting to secure or securing any revised arrangements.
- c) If you wish to transfer your booking to another person, you may request do so provided the reason for the transfer is for personal illness, the death or serious illness of a close family member, jury service, redundancy or unavoidable work commitments not known about at the time of booking. DTC reserves the right to request proof of these situations if it deems it appropriate. Requests for a transfer must be made in writing at least 30 days prior to departure and must be accompanied by documentary proof of the reason for the transfer (e.g. a doctor's certificate), full details of the person who will replace you, any outstanding balance due for the tour, a payment of £25 to cover Our administration costs plus such amount as Our suppliers will require to effect the change. Please note that, in some cases, suppliers such as airlines treat name changes as a cancellation, levying cancellation charges and requiring full payment for a new ticket. All these charges will be payable by you.

**8. Alterations to and cancellations of the Event**

- a) The arrangements on Our website and brochure are booked and planned many months in advance and changes may, from time to time, be necessary. DTC reserves the right to alter any of the prices, facilities or Services described in its brochure at any time before confirming a booking. Any such changes will be notified to you at the time you make your booking.
- b) We also reserve the right to make changes to and correct errors in Event details after bookings have been confirmed. We also reserve the right to cancel confirmed bookings. However, We promise We will only cancel your confirmed booking 8 weeks or less before departure where you have failed to make full payment on time or as a result of circumstances outside Our control/"force majeure" as defined in clause 12 below. Such changes will normally be minor, but may be material – e.g. a change of scheduled departure time by more than 12 hours, a change of airport except between airports serving the same city, a change to a lower standard of accommodation, a change of resort or a radical change of itinerary.
- c) If there is a material change or a cancellation, DTC will try to inform you or the Partner as soon as practicable and will offer you the choice of:
  - i) accepting the changed arrangements or
  - ii) cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us.
  - iii) If We have to make a material change or cancel 8 weeks or less before departure, subject to the exceptions below, We will pay you the following compensation:

Period before departure a significant change or cancellation is notified to you/your travel agent (excluding infants)	Compensation per person
More than 42 days	Nil
41-28 days before departure	£20
27-14 days before departure	£30
13 days-date of travel	£40

- d) We will not pay you compensation where
  - i) We make a material change or cancel more than 8 weeks before departure or

- ii) in the event that We are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond Our control, the consequences of which We could not have avoided even with all due care or
- iii) We have to cancel because the minimum number of bookings necessary for Us to operate your Event has not been reached - in this case We will notify you at least 42 days before departure. (All group Events in the DTC brochure require a minimum number of bookings of ten persons before they will operate).
- iv) We will not pay you compensation and the above options will not be available if We make a minor change (see (f) below) or cancel as a result of your failure to make full payment on time. We regret We cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation.
- e) Very rarely, We may be forced by "force majeure" (see clause 12) to change or terminate your arrangements after departure. If this situation does occur, We regret We will be unable to make any refunds (unless We obtain any from Our suppliers), pay you compensation or meet any costs or expenses you incur as a result.
- f) A minor change is any change that does not come within the definition of a material change set out in paragraph (b) above. Although DTC will try to notify you of minor changes, it is not obliged to do so, nor is it obliged to offer you the options above or pay you compensation.
- g) If, after you depart, it becomes apparent that a significant proportion of the arrangements you have booked cannot be provided, DTC will make suitable alternative arrangements at no extra cost to you and will, where appropriate (and provided the change in your arrangements has not been caused by force majeure) compensate you for the difference in value between the arrangements you should have received and the alternative arrangements made. In particular, because DTC neither owns, manages nor controls the accommodation or transportation that it uses, it is possible that DTC may be advised that your reserved accommodation is not available when you arrive at your destination. In this event DTC will endeavour to secure accommodation of at least the same standard in that destination.
- h) If you request to make any alterations to the agreed Services during the Event, such as an optional excursion outside the scope of the agreed itinerary, or in the event that arrangements are made to account for circumstances relating to your preference, health or other reasons outside our control (such as if you are not able to complete the Event for any reason and alternative arrangements have to be arranged for you, such as hotel accommodation, transfers, airlifting, meals, drinks etc.) you are responsible for all associated costs which should be paid locally. You may wish to reclaim these costs from your travel insurance provider (if possible). DTC is not responsible for any costs relating to these circumstances. If DTC staff or local partners have paid for any of these additional arrangements on your behalf to ensure your immediate safety, you will be invoiced for this shortly after your arrival back into your home country, to be paid within 14 days or the date listed on the invoice (whichever is sooner).

## 9. Cancellation By You

- a) Should you wish to cancel your place on an Event you must notify DTC in writing or by email. Such notification will only be deemed to have been given on receipt by Us of your letter or email. Please state the reason for your cancellation as you may be covered by your insurance policy. Your Registration Fee is non-refundable.
- b) No allowance or refund can be made for meals, rooms, excursions, flights etc., included in the price of your Event but not taken, nor can any refund be made for lost, mislaid or destroyed travel tickets or vouchers.
- c) The following charges will be made to you (as a % of total tour cost) upon your cancellation
 

Greater than 56 days – Loss of Registration Fee only
55-42 days before departure - 50% of tour cost balance plus loss of Registration Fee
41-28 days before departure - 80% of tour cost balance plus loss of Registration Fee
Less than 28 days - 100% of tour cost balance plus loss of Registration Fee
- d) If participation in your Event is dependent on raising a minimum level of sponsorship by a set date or dates (date and amount specified by DTC on your booking form and subsequently agreed by You by booking a place on the Event), and you fail to reach that level in the required time frame, DTC or the Partner reserve the right to treat this as a cancellation unless discretionary options set out in Clause 3(i) and 3(j) are offered.
  - i) If your booking is considered a cancellation by DTC and the Partner, you must liaise with the Partner in regards to offering to repay the sponsorship to your sponsors. If your sponsors do not require the sponsorship to be returned, you must pay any sponsorship monies to the Partner and not retain it.
  - ii) If your cancellation occurs after the tour costs for your place on the Event have been paid for by the Partner from your minimum sponsorship (56 days before departure), the remainder of the minimum sponsorship will be retained as a charitable donation by the charity Partner. If your sponsors require their sponsorship to be returned but the total amount due to be returned exceeds the charitable donation retained by the Partner you are responsible for paying this outstanding amount back to your sponsor(s) and claiming this back from your travel insurance provider (where possible).

## 10. Prices

- a) Prices are calculated in accordance with the foreign currency exchange rates of £1 = US \$1.55 and £1 = €1.14. This will be reviewed bi-annually. For all exchange rates not mentioned, the rate of exchange of the US dollar applies. Once the actual price of your arrangements has been confirmed, no amendment will be made to it unless it is to make a correction to an error, or if Our costs change as a result of an increase or decrease in transportation costs or dues, taxes or fees payable for Services such as landing taxes or embarkation or disembarkation fees at ports or airports or as a result of any changes in the exchange rates which have been used to calculate the cost of your arrangements.
- b) Only if the amount of the increase in Our costs exceeds 2% of the total cost of your arrangements (excluding insurance premiums and amendment charges), will We make an additional charge to you. If any additional charge is greater than 10% of the cost of your arrangements (excluding insurance premiums and any amendment charges), you will be entitled to choose one of options (i), (ii) and (iii) as set out in clause 8(c) above. If you do not inform us of

your choice within 14 days from the issue date printed on Our additional charge invoice, We are entitled to assume that you will pay the additional charge.

- c) Any additional charge must be paid with the balance of the cost of the arrangements within 14 days of the issue date printed on the additional charge invoice. We will not levy an additional charge nor make a refund within 30 days of departure. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.
- d) Occasionally Our Event prices are discounted for a limited period for promotional purposes. Discounts cannot be applied retrospectively to reduce the price of a confirmed booking.
- e) On occasion airline taxes are excluded from the main tour costs and are payable separately. The airline taxes are subject to change by the airline and the estimated cost provided on the booking form, which you sign and agree to, are based on the costs at the time of writing and this may increase or decrease accordingly. You will be advised on the confirmed amount 8 weeks before departure at the time of invoicing.

## 11. Your Responsibilities

You have certain responsibilities with regard to your Event booking, and these responsibilities are set out below. Subject to these booking conditions, DTC will not be liable for any loss, damage, illness, discomfort or costs of whatever kind that you may sustain as a result of failing to discharge the responsibilities described in this clause:

- a) **Visas:** General information concerning visa requirements for British citizens is set out in the information section of your trip dossier, however it is your responsibility to contact your nearest Embassy or Consulate for accurate, up to date information. We will notify you of any changes to visa requirements, which occur before your confirmation invoice is issued, but please note that further changes could take place before you travel, so it is important to ensure you check with your embassy on the status of visa applications. Non-British citizens, or citizens whose nationalities (or nationalities of their immediate family members) may cause difficulty in applying for a visa, should check with their nearest Consulate or Embassy for visa requirements. All clients must obtain all necessary visas and relevant documentation themselves prior to departure.
- b) **Passports:** A full passport (valid for at least 6 months beyond the end of your Event) is required for most of our Events.
- c) **Health:** You must consult your doctor or travel health professional on current vaccination recommendations as early as 6 months before you depart, but no later than 8 weeks before departure. Some general health advice for your destination can be found <http://www.fitfortravel.scot.nhs.uk> and <https://www.gov.uk/foreign-travel-advice>.
  - i) If you have any medical condition that may affect your ability to enjoy and pursue fully the arrangements you book with Us, you must notify Us immediately. DTC reserves the right, where appropriate, to ask you to provide written certification of your medical fitness prior to departure from your GP or health specialist, and requires you to complete a medical form outlining any conditions you may suffer from.
  - ii) It is your responsibility to ensure that you obtain all recommended vaccinations, take all recommended medication and follow all medical advice in relation to your Event.
  - iii) If it becomes clear that you have misrepresented your medical fitness once you arrive in the destination country, DTC reserves the right to refuse your participation if the local guides and DTC tour escort deems that Your participation may cause risk to Your health and safety, or the health and safety of the group. Any alternative arrangements made in-country as a result of this are payable by You.
- d) **Documents:** It is your responsibility to ensure that passports, visas, vaccination certificates, travel insurance certificates and all other necessary documents are in order and, where appropriate, in your possession. We regret We cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on Us, you will be responsible for reimbursing Us accordingly within 14 days or the date listed on the invoice (whichever is sooner). It is also your responsibility to arrange adequate insurance cover for your Event (see clause 6 above) and to take relevant details of the policy with you in the event of needing to claim. For Events that take place in the UK, all Participants are strongly advised to arrange travel insurance but for British Citizens residing in the UK this is not mandatory.
- e) **Transportation:** It is your responsibility to ensure that you arrive in good time to board all flights or other methods of transportation. To assist you, We will notify you of the times by which you should arrive at all points of departure. If you miss a flight or other transportation We will try to arrange alternative transportation, but reserve the right to recover from you any costs We incur in making such arrangements.
- f) **Behaviour:** You must not behave in a way that may cause distress or annoyance to others or which may create the risk of danger or damage to property. If you are subject to arrest, or are prevented from travelling at the discretion of an airline or other transport providers, or if you are evicted from a hotel at the discretion of the hotel management, DTC will not refund any portion of the cost of your Event and, if DTC incurs any expense as a result of your behaviour, you will be obliged to compensate DTC for that expense within 28 days.
- g) **Travel insurance:** It is a condition of your contract with Us that you take out travel insurance at the time of, prior to, or shortly after making your booking, and provide Us with the full details of your policy. DTC cannot be held responsible for any loss as a result of your failure to ensure you have purchased an adequate insurance policy or if you fail to notify your insurer of particular requirements for cover. Given the nature of Our Events, it is essential that you make a full disclosure to your holiday insurance provider of the nature of your trip, and that you ensure that your policy is one that is suitable for this kind of Event, and that the cover provided is sufficient for your personal circumstances. You must take relevant details of the policy with you for the duration of the Event in the event of needing to claim. For Events that take place in the UK, all Participants are strongly advised to arrange travel insurance but for British Citizens residing in the UK this is not mandatory.

## 12. Force Majeure

In these Booking Conditions, "force majeure" means any event which We or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or

threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside Our control. Except where otherwise expressly stated in these booking conditions, We regret We cannot accept liability or pay any compensation where the performance or prompt performance of Our obligations under Our agreement with you is prevented or affected by, or you otherwise suffer any damage or loss (as more fully described in clause 13(1) below) as a result of force majeure. Your personal safety during the Event is of fundamental importance to us and we will carefully monitor the safety of your destination via the Foreign and Commonwealth Office and inform you as soon as possible of any possible force majeure.

### 13. Our Responsibilities

- a) Our obligations, and those of Our suppliers providing any service or facility included in your Event, but unrelated to any voluntary Project work you may wish to undertake, are to take reasonable skill and care to arrange for the provision of such Services and facilities and, where We or Our supplier is actually providing the service or facility, to provide them, and to do so with reasonable skill and care. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your Event may include. Sometimes these standards will be lower than those that would be expected to be found in the UK or your home country. The Services and facilities included in your Event will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply (such as, for example, those of the Civil Aviation Authority), or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.
- b) For claims which do not involve death or personal injury, We accept, and will only have, liability, subject to paragraphs (d) and (e) below, should We or Our suppliers fail to satisfy the obligations detailed in paragraph (a) above. If We have liability, We will, subject to paragraphs (e) and (f) below, pay you compensation. The maximum amount of compensation that We will pay you in any circumstance will be a refund of your Event cost (excluding any amendment charges or insurance premiums), and a refund of any directly attributable expenses. We will use the maximum sum to assess the appropriate sum due to you in the circumstances of your particular complaint.
- c) For claims which involve death or personal injury as a result of an activity forming part of your Event, We accept, and will only have, liability subject to paragraphs (d) and (e) below should We or Our suppliers fail to satisfy the obligations detailed in paragraph (a) above. If We have liability, We will, subject to paragraphs (e) and (f) below, pay you reasonable compensation.
- d) We have liability in accordance with paragraphs (b) and (c) above and subject to paragraphs (e) and (f) below except where the cause of the failure to provide, or failure in, your Event or any death or personal injury you may suffer is not due to any fault on Our part or that of Our servants, agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your Event and is unforeseeable or unavoidable, or is due to unusual or unforeseeable circumstances beyond Our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither We, nor Our servants, agents or suppliers could have foreseen or forestalled.
- e) If any international convention applies to or governs any of the Services or facilities included in your Event arranged or provided by Us, or provided by any of Our suppliers, and you make a claim against Us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those Services or facilities, Our liability to pay you compensation and/or the amount (if any) of compensation payable to you by Us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include: in respect of international air travel, the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the additional Montreal Protocol of 1975) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that We are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your Event.
- f) Where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation under the Denied Boarding Regulations 2004, then you are obliged to claim the appropriate sums pursuant to those Regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions. If, for any reason, you do not claim against the carrier and make a claim for compensation from Us, We will not consider your claim until such time as you have made a complete assignment to Us of any rights you have against the carrier.
- g) You must, if We are adjudged to have, or if We accept, liability for a claim that you make, assign to Us any rights that you may have against any of Our servants, agents or suppliers who are in any way responsible for the failure of your Event or any death or personal injury you may suffer. You must also co-operate with Us in any claim We choose to bring against any third party that We, in Our discretion, deem to be so responsible.
- h) We will not accept responsibility for Services or facilities which do not form part of Our agreement or where they are not advertised in Our brochure. For example any excursions you chose to undertake whilst using free time before, during, or after the Event, or any other service or facility which any supplier agrees to provide for you.
- i) This clause 13 is intended to set out Our obligations to you as an organiser under the Package Travel, Package Holidays and Package Tours Regulations 1992. We will not accept any further or different liability than these Regulations impose. In addition, regardless of any contrary representations made by Us, We only promise to use reasonable skill and care as set out above and We do not have any further or different liability to you.
- j) You must tell Us and the supplier concerned about your claim or complaint as set out in clause 15 below. If asked to do so, you must transfer to Us or Our insurers any rights you have against whoever is responsible for your claim or complaint and provide Ourselves and Our insurers with all co-operation and assistance that may be reasonably required.

- k) We do not accept liability for
  - i) any damage, loss, expense or other sum(s) of any description which, based on the information you gave Us at the time of booking, We could not have foreseen you would suffer or incur if We breached Our contract with you;
  - ii) any business losses.

#### 14. Transportation

Air, rail, road and other departure times are supplied by the carriers. They are subject to, inter alia, air traffic control restrictions, weather conditions, the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that departures will take place at the times shown either in this brochure or on your tickets. The timings are estimates only.

- a) DTC does not have any liability to you for any delays that may arise. Further, your dealings with all carriers are subject to the conditions of carriage of the carrier, some of which may limit or exclude liability.
- b) We are not always in a position at the time of booking to confirm the carrier(s), aircraft type and flight timings which will be used in connection with your flight. Where We are only able to inform you of the likely carrier(s) at the time of booking, We shall inform you of the identity of the actual carrier(s) or any change in the identity of the actual carrier(s) as soon as We become aware of this.
- c) The carrier(s), flight timings and types of aircraft shown in the brochure and detailed on your confirmation are for guidance only and are subject to alteration and confirmation. The latest timings will be shown on your tickets which will be emailed to you approximately two weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times, destination, dates and names.
- d) It is possible that flight times may be changed even after tickets have been despatched - We will contact you as soon as possible if this occurs.
- e) Any change in the identity of the carrier(s), flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying Our normal charges.
- f) Please note the existence of a "Community list" (available for inspection at <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2005:344:0015:0022:EN:PDF>) detailing air carriers that are subject to an operating ban with the EU Community.
- g) Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of the price of your arrangements from Us. Your rights to a refund and/or compensation from Us are set out in clause 8 above. If the airline does not comply with these rules you should complain to the UK Civil Aviation Authority (CAA) <http://www.caa.co.uk>.

#### 15. Complaints and Problems

If you have a complaint about any of the Services or facilities provided in connection with your Event arrangements booked with DTC, you must tell DTC's tour escort or local representative or agent on site and also tell the relevant supplier immediately. If this is not possible, you should use the DTC emergency contact telephone number with which you will be supplied before your departure. That number will put you in contact with one of Our employees who will take all reasonable steps to help you. It is only if you do this that DTC has the opportunity to put matters right on the spot. If you fail to do this, any right to compensation, which you may have, will be extinguished or reduced.

7

#### 16. Arbitration

We realise that sometimes problems do arise. If you have a complaint please write to Us within 28 days of your return to the United Kingdom or home country. Your complaint will be investigated and a full reply sent to you as soon as possible. As Our investigations often involve obtaining information from overseas, it may take a few weeks. In the unlikely event that We do not reach an amicable settlement, the dispute, if you so wish, may be referred to arbitration.

#### 17. Tour Inclusions and Exclusions

- a) What Your Price Includes (unless otherwise stated)
  - i) Economy class seats on international/domestic flights where shown.
  - ii) Airline taxes and fuel surcharges unless otherwise stated.
  - iii) Standard class on rail, road and other transportation as described in Our brochure/on Our website.
  - iv) In-flight meals and/or refreshments according to the airline used.
  - v) A reasonable luggage allowance (usually 20kg (44lbs) unless otherwise stated).
  - vi) Transfers between the appropriate overseas airports/stations/ports and your hotels as specified in your itinerary and unless otherwise stated.
  - vii) Twin sharing accommodation with private bath or shower and toilet in each room, where available.
  - viii) Meals as described in the itinerary.
  - ix) Services of Our local representatives / tour managers as applicable.
  - x) Excursions and tours where specifically detailed.
  - xi) Itinerary as stated, subject to changes in the event of local bureaucracy, meteorological factors, the fitness of the group, political issues, landslides and other natural disaster and so on.
- b) What Your Price Excludes:
  - i) Travel insurance.
  - ii) The cost of personal items such as laundry, drinks with meals or otherwise, incidentals etc.
  - iii) Airport security or maintenance charges if levied by any airport.
  - iv) Airport departure taxes payable locally.
  - v) Optional excursions.
  - vi) Cost of visas, passports and other required documentation.

- vii) Transport between your home and airport / port / station.
- viii) Gratuities for service provided on a personal basis.
- ix) Meals other than those specified.
- x) The single or sole supplement payable on bookings where only one person is travelling and/or where a single room is required.
- xi) Flight supplements.
- xii) Optional extras.
- xiii) Vaccinations and medical supplies.
- xiv) Equipment and kit required for the comfort and safe running of the Event.

#### 18. Excursions/Representatives and Agents

- a) We will not accept responsibility for Services or facilities which do not form part of Our agreement or where they are not advertised in Our brochure. For example any excursion you book whilst away, or any service or facility which any supplier agrees to provide for you. Excursions will be subject to the rules and regulations applicable to the particular location, venue or other attraction.
- b) Our acceptance of liability for the acts of Our representatives or agents in clause 13 above is only binding if Our representatives or agents are acting with Our authority and/or performing their duties as described in the brochure. This excludes for example any social contact that you may have with them.

#### 19. Financial Security

- a) When you buy an ATOL protected flight or flight inclusive package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.
- b) We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 6706.) This means that in respect of all arrangements which include flights, in the unlikely event of Our insolvency, the CAA will ensure that you are not left stranded abroad or will arrange to refund any money you have paid to Us for an advance booking. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).
- c) All the flights and flight-inclusive Events in our brochures and/or on our website are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: [www.atol.org.uk/ATOLCertificate](http://www.atol.org.uk/ATOLCertificate)
- d) DTC will provide the Participant with the services listed on the ATOL Certificate (or a suitable alternative) which may be issued to the Participant by the Partner (who is acting as an agent). Where neither DTC nor the supplier are able to provide the services for reasons of insolvency, an alternative ATOL holder may provide the Participant with the services or a suitable alternative. The Participant and the Partner must agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and The Participant via the Partner agree to pay any money outstanding under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case the Participant will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).
- e) If We, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against Us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

#### 20. Other

- a) By booking an Event with DTC, you are acknowledging that you will be visiting places where the political, cultural and geographic attributes may present certain risks, dangers and physical challenges greater than those present in Our daily lives. By booking a DTC Event, you acknowledge that you have considered the potential risks, dangers and challenges, and expressly assume the risks attendant to such travel conditions. Furthermore, you are solely responsible for acquainting yourself with the local conditions at each stop on the itinerary.
- b) DTC make a concerted effort to verify the statements made herein but cannot be held responsible for any error, omission or unintentional representation that may appear in Our printed or internet material.
- c) Any arrangements you make independently which do not form part of the tour are entirely at your own risk. Where you book any excursions or additional travel arrangements while on your Event, We act only as your booking agent.
- d) Any photograph or image of you secured or taken on any of Our Events may be used by DTC without charge in all media for bona fide promotional or marketing purposes, including promotional materials of any kind, such as brochures, slides, video shows and the internet.
- e) By signing the booking form you agree to accept the authority and decisions of Our employees, group leaders, agents and suppliers while on the tour. If, in the opinion of any of these, your health or conduct appears likely to endanger the progress of a tour, you may be excluded from the whole of, or part of, a tour. In the case of your ill health, poor conduct, or injury We may make such arrangements as We deem necessary of which all costs will be payable by you. If you commit an illegal act you will be removed from the Event and we shall have no responsibility to or for you.
- f) Important note: the information and prices shown in Our brochure may have changed by the time you come to book your arrangements. Although We make every effort to ensure the accuracy of the brochure information and prices



- at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with Us or your travel agent at the time of booking.
- g) The brochure is Our sole responsibility. It is not issued on behalf of and does not commit any independent organisation/carriers whose Services are featured in it.

**21. Jurisdiction**

English Law alone will apply to Our agreement and to any dispute or claim which arises between Us out of it. Any such dispute or claim must only be dealt by the Courts of England and Wales.

**22. Data Protection Statement**

Please be assured that We have measures in place to protect the personal booking information held by Us. This information will be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to Us such as details of any disabilities, or dietary/religious requirements. (If We cannot pass this information to the relevant suppliers, whether in the EEA or not, We will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant person).

Revised 12/7/2013